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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

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LOWELL LABERTEW, an individual; and SANDRA LABERTEW, an individual, Plaintiffs, vs. C&R FINANCIAL INC., an entity of unknown form; GOLDEN EMPIRE MORTGAGE, INC., dba CIB FUNDING, a California Corporation; RAYMOND JACOB ROSKOWICZ, an individual; RICK WILKES, an individual; BEVERLEE WILKES, an individual; and DOES 1-10, inclusive, Defendants.	**CASE NO. 07CV2092W (LSP)** *Complaint filed 10/31/07* *Trial Date: Not Set* **ANSWER TO FIRST AMENDED COMPLAINT** **[DEMAND FOR JURY TRAIL]**

COMES NOW defendant, GOLDEN EMPIRE MORTGAGE, INC., a California Corporation doing business as CIB FUNDING, appearing for itself and no others, and in answer to plaintiffsô First Amended Complaint on file herein, admits, denies, and alleges as follows:

ADMISSIONS AND DENIALS

Answering Paragraph 1 of the First Amended Complaint, this answering defendant denies each and every allegation contained therein applicable to this answering defendant.

Answering Paragraph 2 of the First Amended Complaint, this answering defendant admits each and every allegation contained therein.

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Answering Paragraph 3 of the First Amended Complaint, this answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein.

Answering Paragraph 4 of the First Amended Complaint, this answering defendant admits each and every allegation contained in lines 20 through 27 of page 4 and admits that it employed defendant, RAYMOND JACOB ROSZKOWICZ, but is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding the holding of the real estate salesperson license of defendant, RAYMOND JACOB ROSZKOWICZ, at any given time.

Answering Paragraph 5 of the First Amended Complaint, this answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein.

Answering Paragraph 6 of the First Amended Complaint, this answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein.

Answering Paragraph 7 of the First Amended Complaint, this answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein.

Answering Paragraph 8 of the First Amended Complaint, this answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein.

Answering Paragraph 9 of the First Amended Complaint, this answering defendant denies that it acted in such capacity on behalf of any other defendant, or that any other defendant acted in such capacity on this answering defendantǿs behalf. This answering defendant specifically denies that defendant, RAYMOND JACOB ROSZKOWICZ, was acting in such capacity for this answering defendant.

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Answering Paragraphs 11 through 18 of the First Amended Complaint, this answering defendant denies that it undertook, or omitted to take, the actions alleged therein, either independently or in connection with any other defendant. As to the remainder of the allegations of this paragraph, this answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies such allegations contained therein.

Answering Paragraphs 39 through 46 of the Fourth Cause of Action of the First Amended Complaint, this answering defendant denies that it undertook, or omitted to take, the actions alleged therein, either independently or in connection with any other defendant. As to the remainder of the allegations of this paragraph, this answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies such allegations contained therein.

Answering Paragraphs 47 through 50 of the Fifth Cause of Action of the First Amended Complaint, this answering defendant denies that it undertook, or omitted to take, the actions alleged therein, either independently or in connection with any other defendant. As to the remainder of the allegations of this paragraph, this answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies such allegations contained therein.

AFFIRMATIVE DEFENSES

AS AND FOR A FIRST AFFIRMATIVE DEFENSE to each and every alleged cause of action, this answering defendant alleges that plaintiffsô First Amended Complaint, and each cause of action therein contained, fails to state facts sufficient to constitute a cause of action as against this answering defendant.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE to each and every alleged cause of action, this answering defendant alleges defendant acted in good faith in all matters and things alleged in the First Amended Complaint so as to bar or reduce recovery herein.

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AS AND FOR A THIRD AFFIRMATIVE DEFENSE to each and every alleged cause of action, this answering defendant alleges plaintiffs, and each of them, consented to the matters and things alleged in the First Amended Complaint as a matter of informed consent and are barred by the doctrine of consent.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE to each and every cause of action herein, this answering defendant alleges that with reference to the matters set forth in the First Amended Complaint herein, the hands of the plaintiffs, and each of them, are unclean so as to bar or reduce recovery herein.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE to each and every alleged cause of action, this answering defendant alleges that plaintiffs' First Amended Complaint, and each alleged cause of action therein, is barred by the applicable statute of limitations.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE to each and every alleged cause of action, this answering defendant alleges that plaintiffs failed to perform satisfactorily under the agreements alleged in the First Amended Complaint.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE to each and every alleged cause of action, this answering defendant alleges there was a failure of consideration under the agreements alleged in the First Amended Complaint.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE to each and every alleged cause of action, these answering defendants allege that this defendantôs acts or omissions, if any, in reference to the matters and things alleged in the First Amended Complaint, were unintentional so as to bar or reduce recovery herein.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE to each and every alleged cause of action, this answering defendant alleges that plaintiffs herein failed to mitigate their damages so as to bar or reduce recovery herein.

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AS AND FOR A TENTH AFFIRMATIVE DEFENSE to each and every alleged cause of action, this answering defendant alleges that if, and to the extent that this answering defendant may be entitled to further defenses of which they are presently unaware, and this answering defendant reserves the right to amend this Answer to plead such additional and further affirmative defense as such legal issues become apparent to the defenses be come known.

WHEREFORE, this answering defendant prays for judgment in its favor, for costs and fees incurred in defending this suit and for such other and further relief as the Court may deem just and proper.

DATED: February 4, 2008

CLIFFORD & BROWN

By /s/ JEREMY J. SCHROEDER
ARNOLD J. ANCHORDOQUY, ESQ.
JEREMY J. SCHROEDER, ESQ.
Attorneys for Defendant,
GOLDEN EMPIRE MORTGAGE, INC., dba
CIB FUNDING

DEMAND FOR FURY TRIAL

Defendant, GOLDEN EMPIRE MORTGAGE, INC., a California Corporation doing business as CIB FUNDING, hereby demands a jury trial pursuant to *Federal Rules of Civil Procedure, Rule 38(a)*.

DATED: February 4, 2008

CLIFFORD & BROWN

By /s/ JEREMY J. SCHROEDER
ARNOLD J. ANCHORDOQUY, ESQ.
JEREMY J. SCHROEDER, ESQ.
Attorneys for Defendant,
GOLDEN EMPIRE MORTGAGE, INC., dba
CIB FUNDING